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CLERK U.S. DISTRICT COURT
DISTRICT OF DELAWARE
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CARLOS EDUARDO LARA ELIAS,

Plaintiff,

v.

BAJA CAPITAL PARTNERS, LLC and
RICHARD ALBERTI,

Defendants.

C.A. No. 07-470 *6th MS*

ANSWER AND COUNTERCLAIM

Defendants, BAJA CAPITAL PARTNERS, LLC and RICHARD ALBERTI,
answer and counterclaim as follows:

NATURE OF THE ACTION

1. No response is required.
2. Defendants deny that Dr. Lara is the undisputed owner of the Bancomer
Certificates of Deposit. The remainder of Plaintiff's complaint states conclusions of law
to which a response is not required.

JURISDICTION AND VENUE

3. Admitted.
4. Admitted.
5. Admitted.

PARTIES

6. Admitted.

7. Admitted.

8. Admitted.

FACTUAL BACKGROUND

9. Admitted.

10. Admitted.

11. Denied. Baja Capital Partners, LLC was formed on September 22, 2005 by Alberti, Michael D. Hiltz and Joseph Campos for the purpose of establishing a real estate investment fund.

12. Admitted to all parts except CD 287930 was to be deposited with Alberti.

13. Admitted.

14. Denied. On the contrary, Alberti provided the CDs to Gerald B. Richards.

15. Admitted. However, the CDs were returned to Alberti's possession.

16. Admitted.

17. Denied. On the contrary, the escrow agreements were agreed to and ratified by Dr. Lara at a meeting held in Phoenix on September 28, 2006.

18. Admitted.

19. Denied. On the contrary, a conference call meeting was held on November 27, 2006 for the purpose of voting on said resolution. The meeting ended without a vote.

20. Defendant Alberti denies that any resolution required his compliance.

21. Admitted in part and denied in part. Admitted that Defendant has failed to pay Dr. Lara a monthly stipend since November, 2006. However, Dr. Lara and Raoul Castro have failed to provide information to Defendants regarding the progress of the litigation against Banamex.

22. Denied. Dr. Lara agreed to first pursue litigation against Banamex before pursuing Bancomer. In the interim, Defendant has conducted and continues to conduct due diligence in the Bancomer matter and aided Dr. Lara as follows:

- A. BCP purchased Dr. Lara a house in Tucson, Arizona;
- B. BCP aided Dr. Lara in being a U.S. citizen;
- C. Alberti co-signed an automobile loan for Dr. Lara; and
- D. BCP continues to meet with counsel and accountants regarding Bancomer.

COUNT I – ACTION FOR REPLEVIN

23. Defendants restate each response to the foregoing paragraphs as if fully set forth herein.

24. States a conclusion of law to which a response is not required.

25. Admitted in part and denied in part. Admitted that Dr. Lara's requests for return of the documents have been refused. Denied that there is any BCP resolution. The remainder of the paragraph states a conclusion of law to which a response is not required.

26. Admitted.

27. Admitted.

28. States a conclusion of law to which a response is not required.

COUNT II – ACTION FOR DECLATORY RELIEF

29. Defendants restate each response to the foregoing paragraphs as if fully set forth herein.

30. States a conclusion of law to which a response is not required.

31. Denied.

COUNT III – ACTION FOR BREACH OF CONTRACT

32. Defendants restate each response to the foregoing paragraphs as if fully set forth herein

33. Admitted.

34. Admitted. However, the \$800,000 is to be paid only after an investor is secured.

35. Admitted. However, an investor has not yet been found.

36. Denied.

37. States a conclusion of law to which a response is not required.

38. States a conclusion of law to which a response is not required.

39. States a conclusion of law to which a response is not required.

COUNTERCLAIM

40. Defendants restate each response to the foregoing paragraphs as if fully set forth herein.

COUNT I

41. Under the terms of the BCP-Lara agreements, Dr. Lara was to be given funds for his cattle business only after an investor was secured.

42. In spite of the foregoing, BCP advanced to Dr. Lara the sum of approximately \$600,000.00 which it was not required to do, because an investor has not yet been found.

43. As a result, BCP asserts a security interest in CDs 7921536 and 388765 as collateral for the advances made to Dr. Lara.

COUNT II

44. On November 18, 2005, Dr. Lara endorsed CD 287930 to Alberti and Alfonso Posada, who are now the owners of said CD.

COUNT III


45. BCP has paid Raoul Castro approximately \$70,000.00 to pursue litigation against Banamex. Castro has failed to recover any funds from Banamex, after assurances from Dr. Lara and Castro that the litigation would be successful.

WHEREFORE, Defendants request entry of judgment in their favor and:

- A. An order affirming the security interest in CDs 7921536 and 388765.
- B. In the alternative, an order requiring Dr. Lara to repay \$600,000.00 to BCP.
- C. A judgment against Dr. Lara for \$70,000.00.

D. Immediate possession of CD 287930 to Alberti.

Respectfully submitted.

A handwritten signature in black ink, appearing to read 'R. A. Alberti', is positioned above a horizontal line.

Richard A. Alberti, Pro Se and Attorney for
Baja Capital Partners, LLC
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Beaver Falls, PA 15010
(724) 774-0300
PA Bar I.D.No.: 42050

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE


CARLOS EDUARDO LARA ELIAS,	:	
	:	
Plaintiff,	:	
	:	
v.	:	C.A. No. 07-470
	:	
BAJA CAPITAL PARTNERS, LLC and	:	
RICHARD ALBERTI,	:	
	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I, Richard A. Alberti, certify that I served the attached Answer and Counterclaim
on Plaintiff's counsel, Potter Anderson & Corroon LLP at:

1313 North Market Street – 6th Floor, P.O. Box 951
Wilmington, Delaware 19899-0951

by U.S. First Class Mail, postage prepaid, on August 20, 2007.



Richard A. Alberti